

Attachment 1

CNAM Database Service

9.8 CNAM Database Service

9.8.1 General

- 9.8.1.1 SBC-AMERITECH will provide TCG with access to SBC-AMERITECH's Calling Name Database for CNAM Query. CNAM Query allows TCG to retrieve the name associated with a calling number for use in TCG's Calling Name Delivery Service (CNDS). All TCG queries to SBC-AMERITECH's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. TCG acknowledges that such subsystem number and translation type values are necessary for SBC-AMERITECH to properly process queries to its CNAM Database. This language is added as Section 9.8 to the existing Interconnection Agreement.
- 9.8.1.2 SBC-AMERITECH shall charge TCG for the CNAM Query as set forth in the **Pricing Schedule** to this amendment.
- 9.8.1.3 SBC-AMERITECH provides CNAM Service Query as set forth in this Amendment only as such service is used for TCG's local service provider activities on behalf of its Wisconsin local service customers where SBC-AMERITECH is the incumbent local exchange carrier. The pricing associated with providing this service, as set forth in this Amendment and in the Pricing Schedule, is applicable only to queries from TCG's switches that are located within the SBC-AMERITECH serving area.

9.8.2 Definitions

- 9.8.2.1 "Account Owner" means a telecommunications company, including but not limited to SBC-AMERITECH and AT&T, which stores and/or administers Line Record Information and/or Group Record Information in a Party's Calling Name Database.
- 9.8.2.2 "Calling Name Database" means a database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 9.8.2.3 "Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

- 9.8.2.4 “Calling Name Delivery Service” or “CNDS” means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the customer’s premises between the first and second ring for display on compatible customer premises equipment.
- 9.8.2.5 “Calling Name Information” means a telecommunications company’s records of its subscribers’ names associated with one or more of its subscribers’ assigned ten-digit telephone numbers.
- 9.8.2.6 “CNAM Query” means a SBC-AMERITECH Service that allows TCG to query a Calling Name Database for Calling Name Information in order to deliver that information to TCG’s local CNDS subscribers.
- 9.8.2.7 “CNAM Query Rate” means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

9.8.3 Price and Payment

- 9.8.3.1 TCG will make payment to SBC-AMERITECH for CNAM Database Service based upon the rates set forth in the **Pricing Schedule**.
- 9.8.3.2 TCG will pay SBC-AMERITECH a per-Query rate for each Query initiated into SBC-AMERITECH’s CNAM Database. This rate is set forth in the **Pricing Schedule**.
- 9.8.3.3 TCG will pay a Service Establishment Nonrecurring Charge for each point code TCG requests to activate, change, rearrange, or modify for its CNAM Query, except as provided for in Section 9.8.3.5. These rates are set forth in the **Pricing Schedule**. This nonrecurring charge applies per point code.
- 9.8.3.4 TCG will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify CNAM Query, except as provided for in Section 9.8.3.5. The Service Order Nonrecurring Charge is set forth in the **Pricing Schedule**.
- 9.8.3.5 SBC-AMERITECH will waive non-recurring charges for the initial order establishing CNAM Query subject to the early termination provisions in Section 9.8.4 of this Amendment. Additional non-recurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code

activation. The applicable non-recurring charges shall be those set forth in the Pricing Schedule.

9.8.3.6 SBC-AMERITECH will record usage information for TCG's CNAM Database Service Queries terminating to SBC-AMERITECH's CNAM Database.

9.8.3.7 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that such Party disputes will be addressed as set forth in **Section 29.10** of the Agreement; provided, however, that with respect to Section 29.10.1, the language shall not apply to this Amendment and instead, the following provisions will be substituted solely with respect to billing disputes arising from CNAM related charges:

If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within (90) calendar days of the date of said monthly bill or the dispute shall be waived. TCG agrees that any amount of any monthly bill that TCG disputes will be paid by TCG by the Bill Due Date, according to the terms of this Agreement. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Section 29.10.5 of the Agreement, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

9.8.3.8 The billing Party may bill the billed Party for charges incurred by the billed Party up to (but no more than) ninety (90) days prior to the back-bill date. For purposes of this paragraph, the Parties shall deem charges to be incurred as of the first day of the billing cycle in which the billed Party used the service. A billing Party may bill the billed Party for charges outside of the time period defined in this paragraph for charges incurred by the billed Party when a) the failure to bill or underbilling is caused by the acts, failure, or refusal to act, errors or omissions of the billed Party; b) where a billing Party is required by regulatory agencies, arbitrators, courts or legislatures to implement new pricing structures or change its billing system, in which case the billing Party may submit to the billed Party charges required by the regulatory action, the date of final non-appealable arbitration order, or as of the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), in a backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirements Date;

provided, however, that if such Governmental Requirements Date more than 270 days prior to the back-bill date, then the back-bill shall include only such charges as were incurred no more than 270 days prior to the back-bill date; or c) failure to bill or underbilling where data exchange with third party carriers is required, in which case the billing Party may submit a backbill to the billed Party for charges incurred by the billed Party up to ninety (90) days prior to the backbill date.

9.8.3.9 Although SBC-AMERITECH will exert reasonable effort to generate mechanized bills to TCG, nothing in this Amendment requires mechanized billing.

9.8.3.10 TCG will notify SBC-AMERITECH when TCG discontinues use of an Originating Point Code (“OPC”) used to Query the CNAM Database.

9.8.3.11 SBC-AMERITECH will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth above.

9.8.3.12 Both Parties understand and agree that when TCG uses a single OPC to originate Queries to SBC-AMERITECH’s CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support TCG operations within SBC-AMERITECH’s incumbent serving areas and when such Queries support other uses of TCG’s service platforms.

9.8.3.13 If TCG operates in more than one (1) State in SBC-AMERITECH’s incumbent region, SBC-AMERITECH will apply company-level rates to the CNAM Database Service provided to TCG under this Amendment.

9.8.4 Early Termination

9.8.4.1 Should TCG terminate this Amendment within the first six (6) months of its effective date, TCG agrees to pay SBC-AMERITECH an early termination sum equal to two (2) times the average monthly volume of TCG’s CNAM Queries times the usage rates specified in the Pricing Schedule or, if TCG terminates this Amendment within less than two months, TCG agrees to pay SBC-AMERITECH for twice the volume of Queries that occurred during the first month service was provided.

9.8.5 Ownership of Information

9.8.5.1 Account Owners depositing information in SBC-AMERITECH’s CNAM Database retain full and complete ownership and control over such

information. TCG obtains no ownership interest by virtue of this Amendment.

- 9.8.5.2 Unless expressly authorized in writing between the Parties, TCG will use CNAM Query only for the purpose of delivery of Calling Name Information by TCG to TCG's CNDS subscribers. TCG may use CNAM Query for such authorized purpose only on a call-by-call basis. TCG may not store for future use any non-TCG data that TCG accesses from SBC-AMERITECH's Calling Name Database. SBC-AMERITECH agrees that TCG may use reports on Calling Name Database usage and Calling Name Database usage statistics and information similar to Calling Name Database usage statistics to bill its carrier customers and to estimate TCG's facilities usage needs, and for engineering, capacity, and network planning. TCG agrees that SBC-AMERITECH may use statistics for the same purposes. TCG may aggregate individual Calling Name Database statistics regarding the number of TCG's CNAM Queries and similar type of information during a specified time period, such as a month or a year. TCG will only publish such statistics in aggregate form and will ensure that all non-TCG names are redacted and cannot reasonably be identified from the published materials.
- 9.8.5.3 TCG will not copy, store, maintain, or create any table or database of any kind based upon information TCG receives in a Response from SBC-AMERITECH's Calling Name Database.
- 9.8.5.4 If TCG acts on behalf of other carriers, TCG will prohibit its local Query-originating local carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-AMERITECH's Calling Name Database.
- 9.8.5.5 In any agreement or tariff in which TCG provides CNDS, TCG will prohibit its subscribers from maintaining or creating any table or database from any Response from SBC-AMERITECH's Database and providing such table or database to third parties.
- 9.8.5.6 In addition to any other remedies available at law or in equity, if TCG or TCG's Query-originating local carrier customer(s) use CNAM Query and/or Response Information for any purpose not specifically authorized under this Amendment and continues such unauthorized use for a period of ten (10) days following written notice from SBC-AMERITECH demanding the cessation of such unauthorized use, SBC-AMERITECH may terminate this Amendment after the ten day notice period and stop providing access to SBC-AMERITECH's CNAM Database without liability to TCG or TCG's Query-originating local carrier customer(s) or

end users. In the event of such termination, TCG will remain obligated to pay SBC-AMERITECH any unpaid incurred amounts under this Amendment.

9.8.6 Liability Provisions Applicable to CNAM Database

- 9.8.6.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Amendment regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for CNAM Database Service.
- 9.8.6.2 The remedies as set forth above shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 9.8.6.3 In no event shall SBC-AMERITECH have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Database Service purchasers.
- 9.8.6.4 SBC-AMERITECH is furnishing access to its CNAM Database to facilitate TCG's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-AMERITECH agrees to make every reasonable attempt to provide accurate CNAM Database information, the Parties acknowledge that CNAM Database information is the product of routine business service order activity and/or fraud investigations. TCG acknowledges that SBC-AMERITECH can furnish CNAM Database information only as accurate and current as the information has been provided to SBC-AMERITECH for inclusion in its CNAM Database. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth, is not liable for inaccuracies in CNAM Database information provided to TCG or to TCG's Query originating local carrier customers except for such inaccuracies caused by SBC-AMERITECH's willful misconduct or gross negligence.
- 9.8.6.5 CALLING NAME INFORMATION PROVIDED TO TCG BY SBC-AMERITECH HEREUNDER SHALL BE PROVIDED "AS IS". SBC-AMERITECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. SBC-AMERITECH, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, SHALL NOT BE

HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH TCG'S OR TCG'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 9.8.6.6 TCG acknowledges that SBC-AMERITECH's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. TCG also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-AMERITECH, in addition to any other limitations of liability set forth in the Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-AMERITECH's Calling Name Database and provided to TCG or TCG's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-AMERITECH's willful misconduct or gross negligence.
- 9.8.6.7 TCG acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 9.8.6.8 TCG acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. TCG agrees not to attempt to obtain the caller's name information by originating a Query to SBC-AMERITECH's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. TCG also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth in the Agreement is not liable for any failure by TCG or TCG's

Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and TCG agrees, in addition to any other indemnity obligations set forth in the Agreement, to hold SBC-AMERITECH harmless from and defend and indemnify SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from TCG's or TCG's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.8.7 Communication and Notices

- 9.8.7.1 Ordering and billing inquiries for the services described herein from SBC-AMERITECH shall be directed to the Local Service Center (LSC).